

02-10-1999

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100962208

1. Name of party or parties conveying an interest:

John McMichael
Harry C. Gurney

2-1-99

2. Name and address of party or parties receiving an interest:

Name: Milkhaus Laboratory, Inc., a
Delaware corporation
Street Address: Corner of Westfall &
Larry Hill Road, R.D. 1 Delanson
City: Delanson
State: New York Zip: 12053

3. Description of the interest conveyed:

☒ Assignment
☐ Merger
☐ Change of Name
☐ Security Agreement

Other:

Execution Date: October 20, 1998 &
October 27, 1998

4. Application number(s) or patent
number(s). Additional sheet attached?
YES _____ NO X

If the document is being filed together
with a new application, the execution
date of the application is:

A. Patent application no.(s):

B. Patent no.(s):

09/132,353 filed August 11, 1998

5. Name and address of party to whom
correspondence concerning this cover
sheet should be mailed:

Name: Jeffrey S. Sharp
Reg. No. 31,879
MARSHALL, O'TOOLE, GERSTEIN,
MURRAY & BORUN
Street Address: 6300 Sears Tower,
233 South Wacker Drive
City: Chicago
State: Illinois Zip: 60606-6402

6. Number of applications and/or patents
identified on this cover sheet:

1

7. Amount of fee enclosed or authorized
to be charged:

\$ 40.00

8. Any additional required fee may be
charged, or any overpayment credited to
our deposit account: 13-2855

9. To the best of my knowledge and belief, the information contained on this cover
sheet is true and correct and any copy submitted is a true copy of the original
document.

02/08/1999 JSHABAZZ 00000034 09132353

01 FC:581

Date: ^{40.00 DP} January 20, 1999

Jeffrey S. Sharp

Reg. No. 31,879

Total number of pages including cover sheet, attachments, and document: 5

PATENT
REEL: 9744 FRAME: 0883

ASSIGNMENT

Serial No: 09/132,353
Filed: August 11, 1998
Title: Treatment of Disease States

For Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to Milkhaus Laboratory, Inc., a Delaware corporation, Corner of Westfall & Larry Hill Rd., R.D. 1 Delanson, Delanson, New York 12053, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on October 20, 1998, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this 9th day of September, Nineteen Hundred and Ninety-Eight.

State of _____

County of _____

} ss.

John McMichael

On this 9 day of September, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared John McMichael, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: _____

Diane M. Spranger
DIANE M. SPRANGER
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Montgomery County
Commission Expires 3/27 99

Notary Public

WITNESS our hands this _____ day of _____, Nineteen Hundred and Ninety-Eight.

State of _____

County of _____

} ss.

Harry C. Gurney

On this _____ day of _____, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared Harry C. Gurney, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: _____

Notary Public

ASSIGNMENT

Serial No: 09/132,353
Filed: August 11, 1998
Title: Treatment of Disease States

For Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to Milkhaus Laboratory, Inc., a Delaware corporation, Corner of Westfall & Larry Hill Rd., R.D. 1 Delanson, Delanson, New York 12053, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on October 27, 1998, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

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For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this _____ day of _____, Nineteen Hundred and Ninety-Eight.

State of _____
County of _____ } ss.

John McMichael

On this _____ day of _____, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared John McMichael, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: _____

Notary Public

WITNESS our hands this 11TH day of September, Nineteen Hundred and Ninety-Eight.
State of Colorado
County of Jefferson } ss.

Harry C. Gurney

On this 11 day of Sept., 1998, before me, a Notary Public in and for the County and State aforesaid, appeared Harry C. Gurney, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 8-25-2001

Kathie Nichols
Notary Public